


JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

SUPERIOR COURT BERGEN COUNTY
FILED

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By: Cathleen O'Donnell / Glenn T. Graham
Deputy Attorneys General
[REDACTED]

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BERGEN COUNTY
DOCKET NO. C-86-12

JEFFREY S. CHIESA, Attorney General of the
State of New Jersey, and THOMAS R.
CALCAGNI, Director of the New Jersey Division
of Consumer Affairs,

Plaintiffs,

v.

GLOBAL TRAVEL SOLUTIONS, LLC, JASON
A. KRIECK, and JANE and JOHN DOES 1-10,
individually and as owners, officers, directors,
shareholders, founders, members, managers,
agents, servants, employees, representatives
and/or independent contractors of GLOBAL
TRAVEL SOLUTIONS, LLC, and/or JASON A.
KRIECK, and XYZ CORPORATIONS 1-10 and
XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

VERIFIED COMPLAINT

Plaintiffs Jeffrey S. Chiesa, Attorney General of the State of New Jersey ("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Thomas R. Calcagni, Director of the New Jersey Division of Consumer Affairs ("Director"), with offices

located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of this Verified Complaint state:

PRELIMINARY STATEMENT

1. Since at least August 2010, Global Travel Solutions, LLC (“Global Travel”), and Jason A. Kriek (“Kriek”) (collectively, “Defendants”), have advertised, offered for sale and sold vacation travel membership packages (“Memberships”) to consumers in the State of New Jersey (“State” or “New Jersey”) and elsewhere. Defendants enticed consumers into purchasing Memberships through the following: (a) direct mailings that falsely advised consumers that they were entitled to receive complimentary cruises and airfares when, in fact, these cruises and airfares were not free; and (b) misrepresentations, during sales presentations and individual meetings, as to their ability to secure for consumers large discounts on airfares, cruises and accommodations as well as the quality and availability of accommodations offered through the Global Travel website. Consumers spent thousands of dollars up front for Memberships, which, as they subsequently found, were essentially worthless.

2. As detailed below, through their advertisement, offering for sale and sale of Memberships, Defendants, among other things: (1) conditioned consumers’ receipt of the complimentary cruise and airfare upon attendance at a sales presentation for Memberships, as well as payment of taxes and fees; (2) failed to provide accommodations of the type and price represented to consumers during the presentations and individual meetings; and (3) provided consumers with a three (3) day cancellation period that was essentially meaningless because, in most circumstances, Memberships were not activated until the cancellation period had passed.

3. Defendants' conduct constitutes multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), as well as the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"). The Attorney General and Director submit this Verified Complaint in connection with an Order to Show Cause, among other things, to halt Defendants' deceptive business practices and, as such, to prevent any additional consumers from being harmed, as well as to preserve Defendants' records and assets, among other things, to provide for consumer restitution.

PARTIES AND JURISDICTION

4. The Attorney General is charged with the responsibility of enforcing the CFA, N.J.S.A. 56:8-1 et seq., and all regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. ("CFA Regulations"). The Director is charged with the responsibility of administering the CFA and the CFA Regulations on behalf of the Attorney General.

5. By this action, the Attorney General and Director (collectively, "Plaintiffs") seek injunctive relief and other relief for violations of the CFA and the CFA Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19. Venue is proper in Bergen County, pursuant to R. 4:3-2(b), because it is a county in which the Defendants have conducted business.

6. Defendant Global Travel is a Limited Liability Corporation established in the State of Delaware on April 23, 2010.

7. Defendant Global Travel was registered as a Foreign Limited Liability Company in New Jersey on July 14, 2010. At varying times, Global Travel has maintained business and/or mailing addresses of: (a) 20 Craig Road, Montvale, New Jersey 07645 ("Montvale Address"); (b)

525 Hopkins Road, Haddonfield, New Jersey 08033-3026; and (c) P.O. Box 36, Haddonfield, New Jersey 08033.

8. During the period of July 2011 through October 6, 2011, Global Travel also conducted presentations for Memberships at the Holiday Inn Somerset, 195 Davidson Avenue, Somerset, New Jersey 08873 (“Somerset Holiday Inn”).

9. The registered agent in the State for Global Travel is Business Filings Incorporated, which maintains a mailing address of 820 Bear Tavern Road, West Trenton, New Jersey 08628.

10. At all relevant times, KriECK has been the sole member, owner, operator, principal, executive and/or manager of Global Travel and has otherwise managed, controlled and materially participated in its operations. At all relevant times, KriECK has maintained a mailing address of 525 Hopkins Road, Haddonfield, New Jersey 08033-3026.

11. Upon information and belief, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, members, founders, managers, agents, servants, employees, and/or representatives of Global Travel and/or KriECK who have been involved in the conduct that gives rise to this Verified Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Verified Complaint to include them.

12. Upon information and belief, XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations who have been involved in the conduct that gives rise to this Verified Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Verified Complaint to include them.

13. Global Travel and KriECK are collectively referred to as “Defendants.”

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

14. At all relevant times, Defendants have advertised, offered for sale and sold merchandise to consumers in this State and elsewhere, specifically Memberships.

15. As of April 2010, Global Travel has maintained a website located at <http://www.globaltravelsolutionsllc.com> which directs users to <http://funwithgts.com> (collectively, "Global Travel Website").

16. Among other things, the Global Travel Website states: (a) "Welcome to your very own Concierge Travel Service, where our most Important client is You!!"; (b) "31 YEARS FULFILLING TRAVEL"; (c) "DELIVERING AMAZING VALUE TO OVER 300,000 PEOPLE"; (d) "With over 29 years in the business, we're the nation's largest Concierge Travel Service. . ."; (e) "Choose from over 100,000 Hotels . . . at the GUARANTEED Lowest Prices!"; (f) "We're constantly searching the globe to bring you the very best values available. We save you money everyday by leveraging our incredible buying power with the most reputable suppliers in the world."; (g) "Our Cruise Team are real deal Junkies. They literally comb through thousands of deals every day to bring you over 100 outstanding cruises at prices you're not going to find anywhere..."; (h) "we're going to be competitive on domestic air and care rentals... but you won't have to search 10 different sites, we'll be the best price.. We GUARANTEE it!"; and (i) "MOST OF ALL... IT'S FUN, EASY, AND WE GUARANTEE THAT OUR PRICES ARE WAY BETTER THAN ANY OTHER COMPETING SITE!" (Emphasis in original.)

17. The Global Travel Website includes testimonials from individuals identified as "Carrie P., Miami FL," "Gary L., Spokane, WA," "Ellen A, Overland Park, KS," and "Mike F., Falls Church, VA." Identical testimonials appear on at least three additional travel service websites,

namely <http://americansavingsnetwork.info>, <http://traveldealssite.com> and <http://weeksandpoints.com>.

A. Initial Solicitation:

18. At least as of August 2010, Defendants forwarded a postcard to consumers, by U.S. Mail. Though there were several slightly different versions of the postcard, generally it indicated that the consumer was "selected to receive a Complimentary 7 Day Cruise for 2, leaving from most major ports in the U.S., including New York!!" The postcard also indicated that "CALL WITHIN 48 HOURS. YOU WILL ALSO RECEIVE AS A BONUS 2 Roundtrip Airfares Leaving from or Going to Any Major Airport in the Continental U.S.!!"

19. The postcard indicated that the consumers had to call a toll-free phone number in order to claim the complimentary cruise and airfare. Different toll free phone numbers were provided on the various versions of the postcard, including: "1-877-356-8860," "1-877-356-2846," "1-877-358-0593" and "1-855-394-9953."

20. When consumers called the toll-free telephone number, they spoke with individuals who identified themselves as being associated with Global Travel. The Global Travel representatives indicated that it was necessary for the consumers to attend a presentation for Memberships in order to obtain the complimentary cruise and airfare.

21. During these conversations, consumers scheduled appointments to attend a presentation to be conducted at Global Travel's business location at the Montvale Address or the Somerset Holiday Inn.

B. Membership Presentations:

22. When consumers arrived at the Global Travel office, at varying times, there were approximately three (3) to fifteen (15) couples in attendance at the presentations.

23. During the presentations, Defendants' representatives indicated that Global Travel was offering Memberships.

24. During the presentations, Defendants' representatives showed a PowerPoint slide presentation and/or video that demonstrated, among other things, the variety and quality of destinations and accommodations available through the Memberships.

25. During the presentations, Defendants' PowerPoint slide presentation and/or video also demonstrated the discounted pricing available through the Memberships versus the same pricing for comparable vacation packages available through free internet websites.

26. At varying times, Defendants' representatives indicated that the Global Travel Membership would provide: (a) access to over 20,000 time shares and 9,000 vacation destinations worldwide; (b) thousands of dollars in savings on travel because of their "points system"; (c) bonus or reward points that could be redeemed for deeply discounted prices, for example, on a trip to Hong Kong or hotels; (d) hotels, resorts, and cruises priced at 70% less than those booked through free sources; (e) an oceanfront condo in Hawaii for \$299 a week; (f) a three bedroom condo anywhere at any time for \$199-\$399 per night; (f) "concierge service" available by phone whereby consumers could be assisted by a live person; and (g) "better pricing and flawless customer service" than anywhere else. On at least three (3) occasions, Global Travel indicated that it could provide consumers who purchase a Membership deep discounts on airfare, hotel, and other accommodations because of the large volume of booking done by Global Travel.

27. After the presentation, consumers were taken into an office for a private meeting with Defendants' sales representative and/or manager.
28. At varying times during these small presentations, Defendants' representatives offered consumers different levels of Memberships, such as the Lifetime/Platinum Membership or the Diamond Membership.
29. At varying times, Defendants' representatives quoted prices ranging from \$1,995 to \$31,000 for the Membership, along with a monthly fee of \$29.95.
30. During some of these meetings, the Membership price was negotiated.
31. At least on two (2) occasions, Defendants' representatives told consumers that they could transfer ownership of their time share to pay for a portion of the Membership and that the value Defendants allowed for the time share would be deducted from the cost of the Membership.
32. At least on one occasion, Defendants' representatives told a consumer that if Defendants did not sell at least one of the consumers' three time shares for \$6,000 within a year, Defendants would refund the \$6,000 the consumer paid for the Membership.
33. Consumers purchased Memberships at prices ranging from \$995.00 to \$8,500.00.
34. At varying times, Defendants' representatives told consumers that they would be charged an annual fee of \$319 for the Membership, or in the alternative, \$29.95 a month.
35. At varying times, consumers paid additional fees, up to \$350, for each time share Defendants arranged to be listed for sale.
36. Consumers who agreed to purchase a Membership were required to execute documents, which included: (a) Reservation Services License Agreement Global Travel Solutions

Vacation Network ("Agreement"); (b) Reservation Services International (R.S.I.) License Agreement; and (c) Authorization for Automatic Payment for 1st Year of Service.

37. The Agreement included the following cancellation provision:

YOU MAY CANCEL THIS AGREEMENT, WITHOUT PENALTY OR OBLIGATION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY FROM YOUR EXECUTION OF THIS AGREEMENT. TO CANCEL THIS AGREEMENT, YOU MUST NOTIFY LICENSOR [GLOBAL TRAVEL] IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE UPON THE DATE SENT AND SHALL BE HAND DELIVERED TO: GLOBAL TRAVEL SOLUTIONS, 20 CRAIG ROAD, MONTVALE, NJ 07645. NOTICE MUST ALSO BE SENT TO ESCROW HOLDER VIA FAX TO FIRST AMERICAN TITLE INSURANCE COMPANY (FAX) 714-361-3582 OR BY MAIL TO 2300 MAITLAND CENTER PARKWAY, SUITE 201, MAITLAND, FL 32751.

In the event this Agreement is canceled and the transaction rescinded in accordance with the terms herein, a refund, less a restocking fee of 2.8% of the amount charged and further less, as applicable, (a) the value of the Network Materials delivered to Licensee and not returned to Licensor in original condition-hereby stipulated to be \$100.00, within fifteen (15) business days from the date the notice of intention to cancel is received by Licensor, or upon Escrow Holder's verification of good funds, whichever is later. Licensee will receive a refund (less Restocking Fee and Materials Condition fee). If Licensee fails to return the Network Materials with all contents to Licensor in the same condition as they were received, Licensee will be charged a \$100.00 materials fee which will be deducted from the refund.

38. Consumers who agreed to purchase Memberships were provided with a form that contained, among other things, a User ID and password for accessing the Global Travel Website for purposes of booking vacations.

39. At varying times, this form provided for activation of Membership within five (5) or (7) days.

40. At varying times, consumers who agreed to purchase Memberships were also provided with other documents, including: (a) "Certificate of Membership"; (b) "Three Reasons Why We're Vacationing the Global Travel Solutions Way"; (c) "Global Travel Solutions Family Plan Worksheet"; (d) "Our Price Match Guarantee Policy"; (e) a document that indicated that if 3,000 hotel rewards were used within the year, they would be automatically replenished; and (f) a document containing Global Travel's office hours, customer service representatives and telephone numbers and a reservations telephone number ("Customer Service Form").

41. On the Customer Service Form, Global Travel's office hours at the Montvale Address were listed as "Wednesday-Friday 5:00-9:00 pm," "Saturday 10:00am-4:00pm." Consumers were provided with different versions of the Customer Service Form, which identified different customer service representatives and their phone numbers.

42. In many instances, consumers were not provided with adequate time to review the Agreement and other documents prior to signature.

43. During these meetings, Defendants' representatives provided consumers with vouchers for the complimentary cruise and airfare represented in the postcard solicitation. Additionally, Defendants' representatives required consumers to sign a form acknowledging that they received the promotional vacation for attending the presentation.

44. At all relevant times, Kriek controlled the operations of Global Travel, among other things, by: (a) maintaining four business economy checking accounts with Bank of American in the name of Global Travel; (b) signing the signature cards for these accounts as Manager/Member or

President of Global Travel; (c) signing checks drawn on these accounts, including those for payroll, health benefits, supplies, copy machine, answering service and utilities and to various third party companies; and (d) writing checks to himself and/or to “cash” from the account.

45. Additionally, Kriek held private meetings with consumers, sold them Memberships and signed the Agreements as an authorized agent of Global Travel.

C. Defendants’ Failure To Provide The Represented Discounts, Accommodations And Complimentary Cruise And Airfare:

46. At times, Defendants’ representatives told consumers who purchased a Membership that they would be granted “immediate” access, or access within twenty-four (24) hours, to the Global Travel Website.

47. During some of the individual meetings, Defendants’ representatives provided consumers with a document that contained their User ID and password for the Global Travel Website and indicated that within a specified period (i.e. within five (5) or seven (7) days), their Membership would be activated, and thus website access granted. Such situation made it virtually impossible for consumers to evaluate the “benefits” of their Memberships during the three (3) day cancellation period.

48. After purchasing Memberships, consumers accessed the Global Travel Website and found that the prices listed for accommodations, airfares, vacation packages and cruises were identical or more expensive than the prices available, for example, though an airline or cruise line’s direct website or a free website (i.e. Priceline or Expedia).

49. After purchasing Memberships, some consumers who accessed the Global Travel Website found limited information (i.e. no itineraries for vacation packages) and were instructed to call Global Travel for more details of the offer.

50. Consumers who called Global Travel for details of such offers were quoted prices for vacations and/or accommodations that were not discounted.

51. During the presentations, Global Travel representatives stressed the variety and availability of accommodations and vacation packages worldwide. After purchasing Memberships, consumers accessed the Global Travel Website for information on trips to various locations, but could find no information (i.e. no trips at all to Israel; no condos or hotels in or around Hong Kong).

52. Consumers experienced difficulty in contacting Global Travel's Customer Service and/or Reservations Departments (i.e. repeatedly left name and number with a live person and told "someone will call you back" and/or left voicemail messages, but received no response).

53. Global Travel used several companies to fulfill the free cruise and airfare offer, including VIP Travel Reservations, Inc. ("VIP"), Wonderland Incentives ("Wonderland") and Travel Center Worldwide ("Travel Center"). The cruise vouchers Defendants provided to consumers indicated that in order to receive the cruise, it was necessary for the consumer to pay a refundable deposit of \$99 (VIP) or a \$236 activation fee (Travel Center), and to be responsible for items including, but not limited to, port fees, taxes, a reservation processing fee and service charges.

54. The airfare vouchers Defendants provided to consumers indicated that in order to receive the airfare, it was necessary for the consumer to pay a refundable deposit of \$75 (VIP) or \$70 (Wonderland) and to be responsible for items including, but not limited to, a reservation processing fee, taxes, fees and any surcharges.

55. Some consumers chose not to redeem the complimentary items because of the additional fees.

56. Consumers who opted to make the payments did not obtain the complimentary cruise and airfare for various reasons including: (a) various restrictions and stipulations placed on a consumer's selection of dates (i.e. at least 3 months in advance of potential travel; first choice at least 60 days from date on registration form and second choice at a 45-day interval following the original proposed date); (b) selected travel dates were unavailable; and/or (c) consumers were quoted a price for the "free trip," which at times was either the same or cheaper on the free websites.

57. Defendants failed to respond to consumer inquiries concerning the status of their booking of the complimentary cruise and airfare.

**E. Consumer Attempts To Cancel
The Agreement And Obtain A Refund:**

58. Consumers notified Global Travel of their intent to cancel the Agreement, within three (3) business days of purchasing the Membership.

59. Consumers who cancelled the Agreement within three (3) days were charged a restocking fee of 2.8% of the price of their Membership.

60. Consumers notified Global Travel of their intent to cancel the Agreement and to seek a refund beyond the three (3) day cancellation period.

61. In accordance with the terms of the Agreement, consumers attempted to deliver their notices of cancellation to Global Travel's Montvale Address, but found the premises closed. Such was contrary to the hours of operation listed on the Customer Service Form.

62. Defendants were still charging consumers' credit cards even after the consumers were denied access to the Global Travel Website and/or attempted to cancel their Memberships.

63. Global Travel provided varying responses to consumers who sought to cancel their Memberships, including: (a) informing the consumer of the three-day cancellation period and refusing to provide a refund; (b) telling a consumer that someone will mail them cancellation papers, then failing to do so and refusing to take the consumer's calls; (c) telling a consumer who was paying off the Membership monthly that he could cancel the Membership only if he paid the balance of the purchase price in full; (d) telling consumers to contact their credit card companies for a refund; and (e) failing to respond at all to calls and letters from consumers.

64. At least as of February 27, 2012, Global Travel has a Better Business Bureau rating of "F."

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)

65. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 64 above as if more fully set forth herein.

66. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise. . .

67. Since at least August 2010, Defendants, through their owners, officers, directors, shareholders, founders, managers, members, agents, servants, employees, representatives and/or

independent contractors, have advertised, offered for sale and/or sold Memberships to consumers in this State and elsewhere.

68. In so doing, Defendants, through their owners, officers, directors, shareholders, members, founders, managers, members, agents, servants, employees, representatives and/or independent contractors, have engaged in the use of unconscionable commercial practices, deception, false promises, misrepresentations and/or the knowing concealment, suppression or omission of material facts.

69. Defendants' conduct in violation of the CFA includes, but is not limited to, the following unconscionable commercial practices:

- a. Inducing consumers to attend presentations for Memberships by offering a complimentary cruise and airfare that are, in fact, not complimentary;
- b. Failing to book the complimentary cruise and airfare even after the consumer submitted the requisite paperwork and paid the requisite deposits;
- c. During sales presentations, inducing consumers to purchase Memberships by showing them a PowerPoint slide presentation and/or video with accommodations and pricing that, in fact, were not available through the Membership;
- d. During sales presentations, advising consumers that they will have the immediate ability to book vacations through the Global Travel Website, when such is not the case;
- e. Failing to provide consumers who purchase Memberships with the types of accommodations and discounted pricing represented during the sales presentations, individual meetings and otherwise;
- f. Offering consumers who purchase Memberships the identical or similar pricing for vacations and accommodations that the consumer could obtain through free sources (i.e. hotel or cruise websites and Expedia);

- g. Offering consumers who purchase Memberships pricing for accommodations that was higher than the pricing the consumer could obtain through free sources (i.e. airline website);
- h. Charging consumers who cancel the Agreement a restocking fee of 2.8% of the price of their Membership;
- i. Failing to respond to consumer complaints, inquiries and/or requests for refunds in a timely manner or at all;
- j. Charging consumers' credit cards for Memberships at the same time or before the consumer has been presented with the relevant documents;
- k. Artificially inflating the price of Membership in order to convince consumers to transfer a time share to Defendants in order to pay for a portion of the Membership;
- l. Artificially inflating the price of a Membership during the presentation and/or individual meetings in order to mislead consumers into believing they are getting a bargain at the price at which they actually purchased the Membership;
- m. During the individual meetings, randomly increasing the length of the Membership in order to mislead consumers into believing they are getting a bargain at the price at which they actually purchased the Membership;
- n. Charging consumers varying dollar amounts for the same Membership;
- o. Charging consumers exorbitant prices for Memberships that have little or no value to the consumer;
- p. Placing various restrictions on cancellation as to make it difficult, if not impossible, to cancel within three (3) days, including requiring consumers to deliver a written cancellation request to the Global Travel Montvale Address when the office has extremely limited business hours;
- q. Telling consumers seeking a refund to contact their credit card company; and
- r. Continuing to charge consumers' credit cards, even after the consumers were denied access to the Global Travel Website and/or attempted to cancel their Memberships.

70. Defendants' conduct in violation of the CFA includes, but is not limited to, the following acts of deception:

- a. Forwarding postcards to consumers which falsely promised that they were entitled to receive a free cruise and airfare when receipt of such items was actually conditioned upon, among other things, attendance at a presentation for Defendants' Memberships and payment of taxes and fees; and
- b. Providing a three (3) day cancellation period which was essentially meaningless because consumers could not access the Global Travel Website or otherwise attempt to book a vacation during that period.

71. Each unconscionable commercial practice and/or act of deception by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES OR MISREPRESENTATIONS AND KNOWING OMISSIONS OF MATERIAL FACT)

72. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 71 above as if more fully set forth herein.

73. Defendants' conduct in violation of the CFA includes, but is not limited to, the following false promises and/or misrepresentations:

- a. Representing in direct mail postcards to consumers that they would receive a complimentary cruise and airfare, when such was not the case;
- b. Representing to consumers that Defendants have been in business for over 29 and/or 31 years, when such is not the case;
- c. Representing to consumers, on the Global Travel Website, that they had the ability to "Choose from over 100,000 Hotels ... at the GUARANTEED Lowest Prices!" when such was not the case;

- d. During the presentations and/or individual meetings for Memberships, misrepresenting to consumers the quality, pricing and availability of accommodations and vacations;
- e. Representing during the presentations and/or individual meetings that consumers would have immediate access to the Global Travel Website after purchasing Memberships, when such was not the case;
- f. Representing that a Membership was a "Lifetime" Membership and could be transferred to a consumer's heirs upon the consumer's death, when such was not the case; and
- g. Representing that the consumer testimonials depicted on the Global Travel Website are in fact about Global Travel, when the same testimonials appear on other travel service websites.

74. Defendants' conduct in violation of the CFA includes, but is not limited to, the following knowing omissions of material fact:

- a. Failing to disclose to consumers prior to their purchase of a Membership that they would not be able to access the Global Travel Website to even view available offers until the expiration of the three (3) day cancellation period;
- b. Failing to disclose to consumers prior to their purchase of a Membership that they would not be able to book any vacations until after the three (3) day cancellation period;
- c. Failing to disclose all terms of the cancellation policy, including that cancellation requires the consumer to cancel in person at the Global Travel Montvale Address; and
- d. Failing to inform consumers that if they cancelled their Agreement they would be charged a 2.8% Restocking Fee.

75. Each false promise, misrepresentation and/or knowing omission of material fact by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE CFA BY DEFENDANTS (REQUIRING CONSUMERS TO PERFORM AN ACT AFTER NOTIFICATION THAT THEY WILL RECEIVE A PRIZE)

76. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 75 above as if more fully set forth at length herein.

77. The CFA, N.J.S.A. 56:8-2.3, provides as follows:

The notification to any person by any means, as a part of an advertising plan or scheme, that he has won a prize and requiring him to do any act, purchase any other item or submit to a sales promotion effort is an unlawful practice and a violation of the act to which this act is a supplement.

78. Since at least August 2010, Defendants have mailed postcards to consumers indicating that they were entitled to a complimentary cruise and airfare for two (2) persons, and when consumers call the telephone number listed on the postcard, Defendants wrongfully require consumers to perform some act and make some payment.

79. Defendants' conduct in violation of the CFA includes, but is not limited to, the following:

- a. Mailing postcards to consumers falsely promising that they had been selected to receive a complimentary cruise, but then requiring consumers to attend a presentation for Memberships and pay taxes and fees; and
- b. Mailing postcards to consumers falsely promising that they had been selected to receive complimentary roundtrip airfare for two (2), but then requiring consumers to attend the presentation for Memberships and pay taxes and fees.

80. Each instance in which Defendants required consumers to perform some act after notifying them that they won a prize constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.3.

COUNT IV

**VIOLATION OF THE ADVERTISING
REGULATIONS BY DEFENDANTS**

81. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 80 above as if more fully set forth herein.

82. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., promulgated pursuant to the CFA, among other things, address general advertising practices.

83. Specifically, the Advertising Regulations govern general advertising practices and provide, in pertinent part:

(a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

. . . .

9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2 (a)(9).]

84. In their advertisement and offering for sale of Memberships, Defendants violated the Advertising Regulations including, but not limited to, the following:

- a. Representing on the Global Travel Website that the company had “over 29 years in the business” or alternately “31 YEARS FULFILLING TRAVEL” when Global Travel was formed in Delaware on April 23, 2010 and was registered in New Jersey as a foreign limited liability company on July 14, 2010;
- b. Representing on the Global Travel Website that consumers could “Choose from over 100,000 Hotels ... at the GUARANTEED Lowest Prices!”;
- c. Representing on the Global Travel Website that the company is “the nation’s largest Concierge Travel Service”

- d. Representing on the Global Travel Website that they are “DELIVERING AMAZING VALUE TO OVER 300,000 PEOPLE”;
- e. Representing on the Global Travel Website that “[w]e’re constantly searching the globe to bring you the very best values available. We save you money everyday by leveraging our incredible buying power with the most reputable supplier in the world”;
- f. Representing on the Global Travel Website that “[o]ur Cruise Team are real deal Junkies. They literally comb through thousand of deals every day to bring you over 100 outstanding cruises at prices you’re not going to find anywhere . . .”;
- g. Representing on the Global Travel Website that “we’re going to be competitive on domestic air and car rentals . . . but you won’t have to search 10 different sites, we’ll be the best price . . . We GUARANTEE it!”;
- h. Representing on the Global Travel Website that “MOST OF ALL . . . IT’S FUN, EASY, AND WE GUARANTEE THAT OUR PRICES ARE WAY BETTER THAN ANY OTHER COMPETING SITE!”; and
- i. Including on the Global Travel Website testimonials that appear on at least three other travel service websites.

85. Each violation of the Advertising Regulations by Defendants constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

COUNT V
VIOLATION OF THE CFA AND/OR
THE ADVERTISING REGULATIONS
BY KRIECK

86. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 85 above as if more fully set forth herein.

87. At all relevant times, KriECK has been the sole member, owner, operator, principal, executive and/or manager of Global Travel and has controlled and directed the activities of those entities.

88. Kriek is personally liable for the violations of the CFA and/or the Advertising Regulations committed by Global Travel.

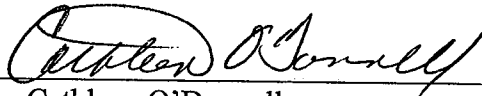
PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that the acts, and omissions of Defendants constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and the regulations promulgated thereunder, specifically the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, members, founders, managers, members, agents servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and the regulations promulgated thereunder, specifically the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in this Verified Complaint;
- (c) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in the activity that is the subject of Plaintiffs' request for temporary and preliminary injunctive relief, as set forth in the accompanying Order to Show Cause with Temporary Restraints Pursuant to Rule 4:52;
- (d) Declaring that any Agreements entered into between Defendants and consumers for Memberships be declared null and void, thus entitling consumers to recovery of any monies paid thereunder;
- (e) Ordering Defendants to arrange for the shut down of the Global Travel Website;
- (f) Enjoining Defendants from collecting, directly or indirectly, any annual or monthly fees from consumers in connection with their Memberships;

- (g) Ordering Defendants to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and the regulations promulgated thereunder, specifically the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in this Verified Complaint;
- (h) Appointing a receiver, pursuant to N.J.S.A. 56:8-8 and N.J.S.A. 56:8-9, at Defendants' expense, to assume control over the assets of Defendants, render a full accounting and thereafter sell and/or convey such assets under the direction of the Court in order to restore any person who has suffered damages, whether named in the Verified Complaint or not, as a result of the unlawful acts of Defendants;
- (i) Directing the assessment of restitution amounts against Defendants, jointly and severally, to restore to any affected person, whether or not named in this Verified Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (j) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (k) Directing the assessment of costs and fees, including attorneys' fees, against Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (l) Granting such other relief as the interests of justice may require.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

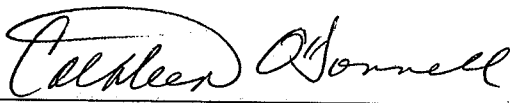
By: 
Cathleen O'Donnell
Glenn T. Graham
Deputy Attorneys General
Consumer Fraud Prosecution Section

Dated: March 4, 2012
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), is not the subject of any other action pending in any other court of this State. I am aware that the following private actions have been commenced against Global Travel: Magnavita v. Global Travel, Superior Court of New Jersey, Bergen County, Special Civil Part, Docket No. DC00394312; Tuohy v. Global Travel, Superior Court, Bergen County Special Civil Part, Docket No. DC03194511. I am not aware that such actions involve the violations of the CFA and the Advertising Regulations asserted by the Plaintiffs in this action. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I also certify that there is no other party who should be joined in this action at this time.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs


By: 
Cathleen O'Donnell
Glenn T. Graham
Deputy Attorneys General
Consumer Fraud Prosecution Section

Dated: March 14, 2012
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

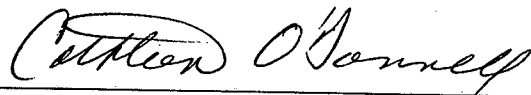
By: 
Cathleen O'Donnell
Glenn T. Graham
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: March 14, 2012
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorneys General Cathleen O'Donnell and Glenn T. Graham are hereby designated as trial counsel on behalf of Plaintiffs in this action.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

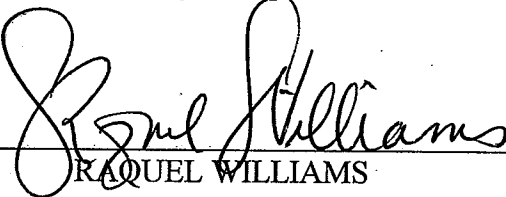
By: 
Cathleen O'Donnell
Glenn T. Graham
Deputy Attorneys General
Consumer Fraud Prosecution Section

Dated: March 14, 2012
Newark, New Jersey

VERIFICATION

I, Raquel Williams, of full age, hereby certifies as follows:

1. I am an Investigator with the New Jersey Division of Consumer Affairs ("Division"), Office of Consumer Protection.
2. I have read the foregoing Verified Complaint and on my own personal knowledge and review of documents in possession of the Division, I know that the facts set forth herein are true and they are incorporated in this certification by reference, except for those alleged upon information and belief.
3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.



RAQUEL WILLIAMS

Dated: March 14, 2012
Newark, New Jersey